

FILE IN DOCKET
Southern Railway System

Office of Vice President
Finance

RECORDATION NO. 4954-A Filed & Recorded

Washington, D. C. 20013

MAY 17 1971 - 8 42 AM

May 14, 1971

INTERSTATE COMMERCE COMMISSION BOX 1808
(202) 628-4460

GEORGE M. WILLIAMS
ASSISTANT VICE PRESIDENT

Mr. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

No. 87347

Date MAY 17 1971

Fee \$ 10.00

RECEIVED
MAY 17 2 03 PM '71
I.C.C.
OPERATION BR.

Dear Mr. Oswald:

ICC Washington, D. C.

I enclose five original counterparts of the instrument described in paragraph (1) hereof, for recordation and return, together with two original counterparts for the Commission's files.

In accordance with 49 CFR Part 1116, covering the recordation of documents, I advise you as follows:

(1) The enclosed document is a Supplement dated as of May 10, 1971, to Conditional Sale Agreement between Finnigan Industries, Inc., and Southern Railway Company, to which was attached an Agreement and Assignment between Finnigan Industries, Inc., and Morgan Guaranty Trust Company of New York, Assignee, both documents being dated as of April 1, 1968.

(2) The Supplement is executed for the purpose of amending portions of Article 3 of the Conditional Sale Agreement to change the repayment schedule for the Deferred Purchase Price, as defined in the Conditional Sale Agreement, to change the applicable rate of interest, to change the applicable interest rate in the event of a default, and to amend the Agreement and Assignment accordingly.

(3) The Conditional Sale Agreement and the Agreement and Assignment were filed and recorded in your office on July 16, 1968, at 12:05 P.M., and was assigned Recordation No. 4954.

Mr. Robert L. Oswald

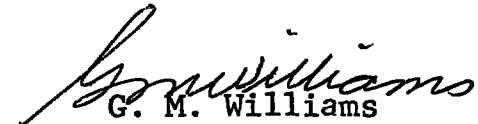
- 2 -

May 14, 1971

(4) After recordation, the original document should be returned to Mr. Lawrence A. Huff, Solicitor, Southern Railway Company, Post Office Box 1808, Washington, D. C. 20013.

(5) The recordation fee of \$10.00 is enclosed.

Yours very truly,


G. M. Williams
Assistant Vice President

Interstate Commerce Commission

OFFICE OF THE SECRETARY

Washington, D.C. 20423

May 17, 1971

Mr. Lawrence A. Huff
Solicitor
Southern Railway Co.
P. O. Box 1808
Washington, D. C. 20013

Dear Sir:

The enclosed documents were recorded pursuant to the provisions of
Section 20c of the Interstate Commerce Act, 49 U.S.C. 20c, on 5-17-71
at 8:40A.M. , and assigned recordation numbers as follows:

5664-B	SUPPLEMENT	DTD. 5-10-71
5004-B	SUPPLEMENT	DTD. 5-10-71
4808-B	SUPPLEMENT	DTD. 5-10-71
4808-C	STATEMENT OF NEW NUMBERS	DTD. 5-15-71
4881-C	SUPPLEMENT	DTD. 5-10-71
4796-C	SUPPLEMENT	DTD. 5-10-71
4796-D	STATEMENT OF NEW NUMBERS	DTD. 5-15-71
4964-C	SUPPLEMENT	DTD. 5-10-71
4954-A	SUPPLEMENT	DTD. 5-10-71
4973-C	SUPPLEMENT	DTD. 5-10-71
5572-B	SUPPLEMENT	DTD. 5-10-71
5868-A	SUPPLEMENT	DTD. 5-10-71

Sincerely yours,

Richard Donald
Secretary

Encl.

SERS Form 30-A
(1967)

Executed in 7 counterparts
of which this is counterpart
no. 6.

RECORDATION NO. 4954-A Filed & Recorded
MAY 17 1971 - 8 42 AM
INTERSTATE COMMERCE COMMISSION

SUPPLEMENT

Dated as of May 10, 1971

to

CONDITIONAL SALE AGREEMENT

Dated as of April 1, 1968

between

FINNIGAN INDUSTRIES, INC.

and

SOUTHERN RAILWAY COMPANY

and

AGREEMENT AND ASSIGNMENT

Dated as of April 1, 1968

between

FINNIGAN INDUSTRIES, INC.

and

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Agent

THIS SUPPLEMENTAL AGREEMENT, dated as of May 10, 1971,
between SOUTHERN RAILWAY COMPANY (the "Railroad"), and MORGAN GUARANTY
TRUST COMPANY OF NEW YORK, as Agent (the "Assignee"):

WHEREAS, Finnigan Industries, Inc. (the "Builder") and the
Railroad entered into a Conditional Sale Agreement dated as of
April 1, 1968 (the "Conditional Sale Agreement"), pursuant to which
the Builder agreed to sell and deliver to the Railroad and the Rail-
road agreed to purchase the railroad equipment (the "Equipment")
described in Schedule A to the Conditional Sale Agreement; and

WHEREAS, the Builder thereafter assigned certain of its
rights under the Conditional Sale Agreement and its right, title
and interest in the Equipment to the Assignee pursuant to an Agreement
and Assignment dated as of April 1, 1968 (the "Assignment"), between
the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement provides in Article 3
that the Deferred Purchase Price, as that term is defined therein,
of the Equipment shall be payable in 10 equal annual installments
beginning April 1, 1969, with the unpaid balance of the annual
installments to bear interest at the rate of 6-3/4 % per annum; and

WHEREAS, the Railroad wishes to amend Article 3 to change
the provisions for the repayment of the Deferred Purchase Price and
to change the interest rate to accommodate a plan of refinancing and
the Assignee is agreeable to such changes, with the change in the
interest rate to be effective as of the effective date of such

refinancing (the "Effective Date"), estimated to be May 18, 1971:

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Article 3 of the Conditional Sale Agreement is amended by deleting the figure and word "10 annual" in the last line of subparagraph (a) of the third paragraph thereof and by deleting the fourth paragraph thereof and substituting the following:

One-tenth of the Deferred Purchase Price shall be payable on April 1, 1969, April 1, 1970, and on April 1, 1971, and the balance of the Deferred Purchase Price shall be payable in seven equal installments (except for appropriate adjustment of the final installment, if necessary), payable on April 1, 1972, and on each April 1 thereafter to and including April 1, 1978, subject to adjustment as a result of prepayments of installments resulting from Casualty Occurrences (as hereinafter defined). The unpaid balance of the Deferred Purchase Price shall bear interest from the several Closing Dates at the rate of 6-3/4% per annum, such interest to be payable; to the extent accrued, on October 1, 1968, April 1, 1969, October 1, 1969, April 1, 1970, October 1, 1970, April 1, 1971, and on the Effective Date.

From and after the Effective Date the unpaid balance of the Deferred Purchase Price shall bear interest at the rate of 7-1/2% per annum, such interest to be payable, to the extent accrued, on April 1, and October 1 of each year commencing October 1, 1971, and to continue to and including April 1, 1978.

2. The term "7%" as it appears in the second paragraph of Article 4 and in the first and second paragraphs of Article 18 of the Conditional Sale Agreement is hereby amended to read "7-3/4%".

3. All references in the Assignment to the Conditional Sale Agreement are amended to refer to the Conditional Sale Agreement as amended and supplemented hereby.


4. Except as amended and supplemented by this Supplemental Agreement, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Supplemental Agreement

to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

SOUTHERN RAILWAY COMPANY,
By


.....
Vice President

ATTEST:


.....
Assistant Secretary

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK, as Agent,
By


.....
Trust Officer
R. E. Sparrow

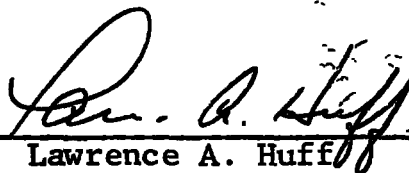
ATTEST:


.....
Assistant Secretary

Mc E THOMPSON

DISTRICT OF COLUMBIA

On this 14th day of May, 1971, before me personally appeared K. A. Stoecker, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

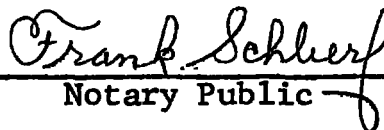

Lawrence A. Huff

Notary Public
in and for the District of Columbia

My commission expires June 30, 1972.

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 13th day of May, 1971, before me personally appeared R. E. Sparrow, to me personally known, who, being by me duly sworn, says that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires

FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1973